

RESTRICTIVE COVENANT
(Attached Non-Habitable Accessory Enclosure)

WHEREAS, _____ ("OWNERS") are the owners of property located at _____, more specifically described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, OWNERS desire to construct an Attached Non-Habitable Accessory Enclosure as that term is used in the Flood Control Districts Zoning Ordinance ("FCDZO") of Marion County, Indiana; and

WHEREAS, a covenant is necessary under the FCDZO to permit such construction.

NOW, THEREFORE, in consideration for permission to construct, OWNERS covenant as follows:

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1. No part of the structure described in Exhibit B, a site plan attached hereto and made a part hereof, will ever be used in total, or in part, as habitable or finished office/living space, but will be solely for parking vehicles, building access, or storage of materials not covered under the Standard Flood Insurance Policy.

2. No electrical wiring, heating, cooling, or other major appliances or equipment will be located in the Attached Non-Habitable Accessory Enclosure below the Base (100 year) Flood Elevation ("BFE"). Topographic maps for the City of Indianapolis indicate that the ground elevation of the property is approximately _____ feet. The FEMA flood insurance study indicates that the BFE is _____ feet NGVD.

3. No dangerous substances or substances which become dangerous when mixed with water will be stored in the Attached Non-Habitable Accessory Enclosure.

4. The exterior walls of the Attached Non-Habitable Accessory Enclosure will be constructed with a material which will maintain its structural integrity during and after exposure to flood waters and be designed to automatically equalize hydrostatic flood forces by allowing for the entry and exit of flood water.

5. OWNERS, their personal representatives, heirs, successors, agents, and assigns, by execution of this Restrictive Covenant, hereby agree to and shall at all times, indemnify, protect, and hold harmless the City of Indianapolis, and its officers, agents, and employees from any and all losses, damages, claims, expenses demands, actions or causes of action, which the City of Indianapolis may suffer, sustain, or be subjected to by reason of the granting of permission

6. This Restrictive Covenant shall run with the real estate described herein and shall be binding upon OWNERS, their personal representatives, heirs, successors, agents, and assigns so long as the Non-Habitable Enclosure remains upon the real estate.

Owners, affirm that no unauthorized alterations of this document have taken place.

Signature _____

Signature _____

Printed Name

Subscribed and sworn to before me, a Notary Public in and for said County and State, this
 ____ day of _____, 20____.

Signature _____

Printed Name _____

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Signature Page To Follow

RECOMMENDED FOR APPROVAL:

_____ (Signature)

Stefan Wolfla, Manager
Department of Code Enforcement

APPROVED AS TO LEGAL FORM:

_____ (Signature)

Assistant Corporation Counsel
Office of Corporation Counsel

_____ (Print)

CITY OF INDIANAPOLIS:

Jason Larrison, Director
Department of Code Enforcement

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Jason Larrison, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal on this ____ day of _____, 20 ____.

COUNTY OF RESIDENCE

NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

This instrument was prepared by Justin Paicely of the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ellen Hurley, Assistant Corporation Counsel 2-10-16

EXHIBIT “A”

(LEGAL DESCRIPTION)

EXHIBIT "B"
(SITE PLAN)